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- Section 17.2 There shall be no discrimination in the selection and appointment of faculty for reasons of creed, color, political affiliation, sex, age, race, ethnic origin, social standing or physical impediment.
- Section 17.3 If positions become vacant, full-time temporary faculty members shall be considered for appointment if they are duly qualified and evaluated as established in Article XXII of this regulation.
- Section 17.4 All aspirants to teaching positions shall submit their applications to the Human Resources Office, copies of which shall be sent for consideration of the Dean of Academic and Student Affairs.
- Section 17.5 All nominees for regular positions shall be recommended to the Chancellor by the Dean of Academic and Student Affairs.
- Section 17.6 Job applicants for instrumental instruction must audition before a panel composed of the Dean of Academic and Student Affairs, a member of the faculty and a professor who is preferably of the same specialty as that of the candidate, appointed by the Dean of Academic and Student Affairs.
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- **Section 24.5** Promotions are not granted automatically. They are done on the basis of particular merit in each case, according to the established evaluation process, the pertinent recommendations and the availability of funds.
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CHAPTER I

GENERAL PROVISIONS

ARTICLE I: TITLE

This body of rules and regulations shall be entitled Puerto Rico Conservatory of Music: Faculty Manual.

ARTICLE II: LEGAL BASIS

The regulation making up the Faculty Manual is adopted in compliance with provisions of clause (d) of Article Two (2) of Act No. 77 of May 30, 1980, as amended, which creates the Puerto Rico Conservatory of Music Corporation, hereafter “the Conservatory.”

ARTICLE III: OBJECTIVES

To provide Conservatory professors guidelines for the exercise of their rights and the fulfillment of their obligations in the performance of their functions as educators.

ARTICLE IV: EFFECT

This Faculty Regulation Manual shall take effect immediately following its approval by the Conservatory of Music Board of Directors.

ARTICLE V: APPLICABILITY

This Faculty Manual shall apply to all Conservatory faculty, except those who provide service under professional services contracts, and it shall govern all faculty matters.

ARTICLE VI: ADMINISTRATION OF THE REGULATION

The Chancellor shall be responsible for the administration of this manual in compliance with the powers conferred by law and by the Board of Directors.

ARTICLE VII: MATTERS NOT CONTEMPLATED

All matters not contemplated under applicable law or this Faculty Manual shall be governed by the resolutions and/or agreements adopted by the Board of Directors.
ARTICLE VIII: ORDER OF APPLICATION

Rules, regulations, directives, resolutions and procedures applicable to Conservatory faculty shall have the following hierarchical order, as long as the promulgating official or organism has acted within its sphere of authority:

Section 8.1 - Applicable legislation

Section 8.2 - Applicable regulations

Section 8.3 - Rules, directives and other decisions enacted by the Board of Directors

Section 8.4 - Rules, directives and other decisions enacted by the Chancellor of the Conservatory

ARTICLE IX: AMENDMENTS

Section 9.1 - Authority for Effecting an Amendment

This Faculty Manual may be amended by the Board of Directors in accordance with the Procedure established in Section 9.2.

Section 9.2 - Procedure for Adopting an Amendment

To amend this Faculty Manual the following procedure shall be followed:

a. Any member of the Conservatory faculty who wishes to present a recommendation to amend this Faculty Manual must submit a proposal to the Academic Senate through a representative of his or her department.

b. The Academic Senate shall study the proposal and submit its recommendation to the Chancellor of the Conservatory who in turn shall study it and present it with his or her own recommendations to the Board of Directors.

c. Any proposal for amendment that originates from the levels of either the Conservatory Chancellor or the Board of Directors must be submitted to the Academic Senate for consideration. Once the Academic Senate has been consulted, the Chancellor shall submit the proposal to the Board of Directors.

ARTICLE X: NORMATIVE PRINCIPLES
The Conservatory, as an institution of higher learning, through its commitment to promote the teaching of music to talented university level students and its obligation to prepare instrumentalists, composers, singers and music teachers, establishes the Conservatory’s institutional policy for its faculty, based on the following principles:

a. Attracting and retaining in its service the most qualified faculty members based on merit and without prejudice as to national origin, color, sex, age, political or religious beliefs or physical impediment.

b. Promoting in its faculty the desire for academic and professional excellence, and for exerting maximum efforts to benefit their students and the institution.

c. Maintaining faculty members informed about their rights, duties, responsibilities and matters of professional interest.

d. Stimulating the participation of faculty in the institutions’ bodies and committees to facilitate their collaboration in the decision-making and consulting processes of academic management.

e. Maintaining a climate of freedom and accessibility for communicating suggestions, ideas and constructive criticisms that help to improve the institution’s administrative, academic and student services.

ARTICLE XI: THE ACADEMIC YEAR

The academic year covers the period from July 1 to June 30 of the following year, that is, an uninterrupted period of twelve (12) months. Tenured or tenure-track faculty shall have the right to summer recess leave during the months of June and July and others as provided in the Academic Calendar. Temporarily appointed faculty shall have the right to only those days granted within the terms established by their appointments.

ARTICLE XII: ACADEMIC AND RESEARCH FREEDOM, AND STUDENTS’ CORRELATIVE RIGHTS

The Conservatory shall protect the right to academic and research freedom of all faculty members.
Section 12.1 - Academic Freedom

Academic freedom consists of the right of any member of the faculty to teach with objectivity and suitability the material he or she professes, without restriction other than that imposed by the intellectual and moral responsibility to cover all essential elements of the course as it has been approved by the corresponding authority, with respect for differences of opinion and with the obligation to impart knowledge through academic procedures identified with the ethics of teaching and the search for truth.

Section 12.2 - Freedom of Research

Freedom of research consists of the right of any member of the faculty performing research to conduct the work without restrictions that limit objectivity, intellectual honesty or dedication to the search for truth.

Section 12.3 - Students’ Correlative Rights

The exercise of academic and research freedom shall not diminish the fundamental right of students to have a professor cover all essential requirements of each course, explaining the various points of view within a framework of respect for the students’ consciences and freedom of thought and expression.

ARTICLE XIII: FACULTY DUTIES AND RESPONSIBILITIES

Section 13.1 - General Considerations

It shall be the responsibility of all faculty members to behave with dignity and decorum within and outside the institution and to maintain an attitude of dedication and loyalty toward all that concerns the Conservatory.

Section 13.2 - Responsibilities

Faculty shall have the following responsibilities with relation to the following matters:

a. Academic Program:

   Participate in the processes of planning and development of their departments’ curricular plans. The scope of participation shall include among other things, the following areas or aspects:
   - the formulation of educational objectives;
   - identification of content and sequence pertinent to curricula under development;
- planning of strategies, techniques and methodology; and identification of educational resources;
- evaluation of learning; and
- evaluation of the Library collection corresponding to the professor’s area of specialty.

a. Course Syllabuses:

Every Puerto Rico Conservatory of Music professor must prepare and distribute a syllabus for each course taught.

b. Attendance at Meetings:

Attend meetings of their departments, of Conservatory committees to which they belong and faculty meetings.

c. Participation and Cooperation with Evaluation Processes:

Participate and cooperate in the evaluation processes for their teaching and that of their colleagues.

d. Participation in Professional Improvement Activities:

Take part in activities that enrich their professional experience, on their own initiative or upon the recommendation of their supervisors, such as: participating in programs; taking courses in their professional fields directed at improving mastery of their instruments; receiving educational training in methods and techniques for teaching music; participating in master classes; performing as soloists or instrumentalists in festivals or concerts, within and outside the institution; and other experiences that widen their knowledge and command of their instruments or areas of specialty.

e. Participation in Consulting:

Participate in consulting processes through the institution’s existing procedures designed to appoint the Chancellor and the Dean of Academic and Student Affairs. This participation shall include the election of the academic senators as established in the Academic Senate Regulation Manual.

Section 13.3 - Basic Teaching Load
**Weekly Hours (Contact Hours)**

A tenured, tenure-track or temporary professor’s basic teaching load shall consist of thirty-four hours (34) per week. These hours are detailed in the following manner.

**Teaching Hours (Direct Contact with the Students)**

Every professor must have the equivalent of fifteen (15) weekly hours of direct contact with students.

**Office Hours**

Every professor must offer four (4) office hours weekly. Since individual help and counseling is a function that is indispensable to the teaching profession, particularly in the teaching of music, which requires a high degree of individualization, it is understood that a Conservatory professor shall offer individual help and counseling to his or her students outside the regular contact hours. Schedules for these hours shall be reported to the Registrar and the Dean of Academic and Student Affairs together with the final class lists.

**Course Preparations**

Every professor shall devote fifteen (15) hours outside the regular contact and office hours to the preparation of the courses in which he or she lectures, for individual classes and for suitable research of the material for the specialty, and for the preparation and evaluation of tests and examinations as well as other office work related with teaching in general. Each contact hour shall involve an hour of preparation.

**Section 13.4 - Additional Hours/ Teaching Overload**

The Dean of Academic and Student Affairs may assign a member of the teaching faculty a task requiring up to a maximum of six (6) hours of teaching in addition to the fifteen (15) weekly hours of contact with students.

Additional teaching hours:

1. do not imply an increase in hours of preparation;

2. can be applied to any of the institution’s programs; and

3. shall be paid according to a special wage scale approved by the Board of Directors.

**Section 13.5 - Release Time**
Release time consists of assignment of special functions such as administrative or creative tasks or similar services assigned by Conservatory authorities to tenured or tenure-track professors.

The Dean of Academic and Student Affairs shall establish the number of hours to be assigned to a professor as teaching release time.

The hourly equivalent for professors assigned such tasks shall be defined as follows: two hours of release time is equal to one contact hour.

Each professor with a release time assignment shall submit a report to the Dean of Academic and Student Affairs on the work completed during the period of the assignment.

a. In-Residence Ensembles

Participation in In-Residence ensembles carries a release time of up to a maximum of two (2) hours per week. The responsibilities of the ensembles shall include, but are not limited to, the following:

1. representing the institution in required activities;
2. participating in recruiting activities for students inside and outside Puerto Rico, in coordination with the Admissions and Recruitment Office; and
3. offering concerts each semester.

The assignment of release time for In-Residence ensemble participation equals the following: one (1) hour of release time equals one hour of contact with students and each contact hour shall involve one (1) hour of preparation.

Professors who participate in the in-residence ensembles must sign an agreement stipulating conditions for each semester.

Section 13.6 - Professors who do not complete Teaching Hours

The assignment of tasks to professors who do not complete the required 15 contact hours will be made by the Dean of Academic and Student Affairs in consultation with the Chancellor.

a. Classes in other departments or programs:
If a professor does not have the required number of contact hours, he or she may satisfy the requirement in the following manner: with tasks aimed at (?) professional preparation, with courses in other departments or in other Conservatory programs.

b. Substitute tasks in an administrative area or division, according to the institution’s needs:

If a professor does not complete his or her required number of contact hours he or she may satisfy the requirement with administrative tasks in an administrative area or division according to the institution’s needs.

Professors who are assigned substitute administrative functions must submit a report to the Dean of Academic and Student Affairs, to the Chancellor or Board of Directors, whichever is specified, covering the work carried out during the semester in question.

The assignment of substitute administrative tasks is equivalent to the following: one teaching contact hour equals two hours of administrative work.

c. Salary Adjustments:

When a tenured or tenure-track professor has less than fifteen hours of contact with students assigned and has not been able to complete the full load as provided in Clauses 1 and 2 of this Section, his or her salary will be adjusted accordingly. Adjustments in contact hours also carry the corresponding adjustments in preparation hours.

**Section 13.7 - Jobs Outside the Institution**

Jobs outside the institution must not in any way affect compliance with a professor’s responsibilities, his or her basic workload, additional hours, and time in release time assignments (if applicable) or institutional activities.

**Section 13.8 - Professors’ Absences**

1. Procedures:

Professors are responsible for informing the Dean of Academic and Student Affairs about absences and make-ups.
The Associate Dean of Academic Affairs shall present monthly certification of attendance, absences and make-ups, as relevant, to the Dean of Academic and Student Affairs.

The Dean of Academic and Student Affairs shall send the professors’ certifications of attendance, absences and make-ups to the Human Resources Office.

2. Arrangements to cover Responsibilities:

A professor, in coordination with the Associate Dean of Academic Affairs, shall make sure to make all necessary arrangements so that his or her classes and other responsibilities are duly covered during his or her absence.
CHAPTER II
PERSONNEL ROUTINE, PROVISIONS FOR RECRUITMENT
APPOINTMENT AND RANKING OF FACULTY

ARTICLE XIV: GENERAL PROVISIONS

The power to appoint Conservatory faculty resides, by law, with the Chancellor, who as the chief executive officer of the corporation shall represent the entity in all acts and in the granting of contracts necessary for the exercise of the corporation’s functions; and shall perform the duties and shall have the authority delegated by the Board of Directors of the Conservatory. The members of the Board of Directors shall constitute a management and supervising organism over the Chancellor in the management and orchestration of the programs and operations under the corporation’s jurisdiction.

ARTICLE XV: RECRUITMENT OF THE FACULTY

Section 15.1 - General Rule

To perform the duties of a professor of the Conservatory requires a minimum of a Master’s degree. Academic degrees must have been obtained at duly accredited universities or institutions. For degrees obtained at foreign universities evidence of a proper validation process must be submitted.

Candidates for employment must possess a Master’s or Doctoral degree. Experience, professional prestige, creativity, efficiency and, in the case of instruments, level of performance will also be taken into consideration.

Section 15.2 - Exceptions

The Chancellor, upon previous recommendation of the Dean of Academic and Student Affairs, may recruit or contract as faculty persons who do not fulfill completely the academic requirements previously mentioned, if such persons have distinguished themselves with exceptional merit in their fields of specialization. Such persons may be appointed to temporary positions until they complete the academic preparation requirement.
**Section 15.3 - Validation and Equivalence of Degrees and Academic Titles From Foreign Countries**

Any professor recruited who has obtained a degree or title from a foreign country shall enter on the basic salary scale of a bachelor’s degree at the Instructor level.

To apply for the confirmation of a degree, the professor must submit authenticated evidence to the Board of Directors for submission to the Chancellor, allowing the Board to evaluate the degree or academic title and establish the equivalent grade on the Conservatory pay scale. Accepted as authentic evidence are: official transcripts sent directly to the Conservatory, copies of catalogs or official programs offered by the institution that granted the degree or academic title, etc.

The Chancellor shall name an Ad Hoc Validation Committee composed of the Dean of Academic and Student Affairs, the Registrar and a professor. Such Committee shall study the case and render its recommendations to the Chancellor, who shall submit it to the Board for the final decision.

**ARTICLE XVI: CRITERIA FOR SELECTING FACULTY**

To perform a job in any of the categories and ranks of the teaching profession, candidates are required to meet the general rule previously established in Section 15.1 of Article XV of this regulation. Candidates for positions in any of the categories of the teaching profession shall be selected on the basis of the following criteria:

*Section 16.1 - Quality of the academic record, prestige of the institutions in which professional studies were performed, command of the material to be taught and experience in the teaching profession.*

*Section 16.2 - To the extent possible, experience in the teaching profession and in the application of the knowledge acquired in the candidate’s professional field.*

*Section 16.3 - Publications, compositions, conferences given and experience as a performer, composer or educator.*

*Section 16.4 - Commitment to the Conservatory’s mission and objectives.*

**ARTICLE XVII: RULES AND REQUIREMENTS FOR APPOINTMENTS**
All appointments shall respond to the needs of the institution on the basis of available annual fiscal resources, if viable as determined by the Chancellor in consultation with the deans of Academic and Student Affairs, and Administration and Finance.

**Section 17.1 - If there is a need to create a tenured position, the Dean of Academic and Student Affairs shall submit a petition to that effect to the Chancellor, who shall pass judgment on the petition. If the Chancellor endorses the creation of the post, the Chancellor shall submit it to the Board of Directors for consideration and a final decision.**

**Section 17.2 - There shall be no discrimination in the selection and appointment of faculty for reasons of creed, color, political affiliation, sex, age, race, ethnic origin, social standing or physical impediment.**

**Section 17.3 - If positions become vacant, full-time temporary faculty members shall be considered for appointment if they are duly qualified and evaluated as established in Article XXII of this regulation.**

**Section 17.4 - All aspirants to teaching positions shall submit their applications to the Human Resources Office, copies of which shall be sent for consideration of the Dean of Academic and Student Affairs.**

**Section 17.5 - All nominees for regular positions shall be recommended to the Chancellor by the Dean of Academic and Student Affairs.**

**Section 17.6 - Job applicants for instrumental instruction must audition before a panel composed of the Dean of Academic and Student Affairs, a member of the faculty and a professor who is preferably of the same specialty as that of the candidate, appointed by the Dean of Academic and Student Affairs.**

**ARTICLE XVIII: APPOINTMENT CLASSIFICATIONS**

**Section 18.1 - Temporary**

An appointment that is granted for the performance of an assignment in a full-time fixed position of one semester or one academic year due to a particular service need, or to provisionally fill a regularly budgeted position in place of a member of the tenured or probationary teaching faculty who is on leave. This type of appointment does not confer on its incumbent the right to permanent employment and may be terminated at any time during its term. It may be renewed for additional periods upon the prior recommendation of the Dean of Academic and Student Affairs and approval of the Chancellor.
a) The Chancellor, upon prior recommendation of the Dean of Academic and Student Affairs, may effect temporary appointments during any period of the year if circumstances so require and the fiscal situation of the institute permits.

b) Candidates for temporary appointment shall be selected on the basis of their academic preparation, competence, teaching experience and professional prestige throughout their artistic and academic careers.

c) In addition to the minimum requirements herein stated, the Dean of Academic and Student Affairs shall consider other attributes, such as:

1. academic preparation and quality of the institutions where the candidate studied music;
2. publications, compositions and prestige as an instrumentalist;
3. teaching excellence;
4. honors and distinctions received, and
5. other qualities that distinguish the candidate as a musician.

d) A temporary appointment may be renewed for additional periods, upon prior recommendation of the Dean of Academic and Student Affairs and approval of the Chancellor.

e) A professor on temporary appointment shall be evaluated during his or her performance.

f) The time served by a professor under a full-time temporary appointment may be counted toward tenure if the person is later extended tenure-track appointment, and if the professor has received positive evaluations.

h) A temporary appointment may not be extended to persons who hold a permanent appointment in another agency or instrumentality of the State, Municipal or
Federal government or in another public or private educational institution, unless they resign from such position.

i) A full-time temporary appointment may not be extended to persons who have retired from an agency or instrumentality of the State, Municipal or Federal governments unless they renounce the retirement benefits they have accumulated. Any person under a retirement system of the State or Federal government who meets the requirements for a temporary appointment may be appointed part time up to a maximum of 17.5 hours per week (includes preparation).

**Section 18.2 - Tenure-Track (Probationary Status)**

An appointment granted to occupy a full-time tenured position, which enjoys the following characteristics:

a) Time served by a professor under a tenure-track appointment counts toward tenure.

b) The incumbent shall have the right to the benefits inherent to the position he or she is occupying.

c) A professor under this type of appointment shall be evaluated annually.

d) To grant this type of appointment, the Dean of Academic and Student Affairs must submit recommendations in writing to the Chancellor of the Conservatory who will make the final determination.

e) The Chancellor of the Conservatory shall keep the Board of Directors informed of the steps followed for the dismissal of an employee during a probationary period after consulting with the Dean of Academic and Student Affairs. The recommendation shall be based on reasons such as the following:

1. Unsatisfactory evaluation process.
2. Incompetence.
3. Non-compliance with the duties of the position.
4. Insubordination or lack of discipline.
5. Immoral or improper conduct that affects the Conservatory’s good name and image.

6. Abandonment of duties or service without prior authorization from the corresponding authorities.

7. Decreases in budget or changes in the Conservatory’s needs.

8. Reduction in Enrollment.

f) If a tenure-track appointment is not extended for the following year for any of the reasons previously mentioned, the professor shall be informed with not less than one (1) calendar month’s prior notice.

g) A tenure-track appointment may not be extended to persons who have permanent appointments in another agency or instrumentality of the State, Municipal or Federal government or in another public or private educational institution unless they resign from said positions.

h) A full-time tenure-track appointment may not be extended to persons who have retired from an agency or instrumentality of the State, Municipal or Federal governments unless they renounce the retirement benefits to which they are entitled. Any person under a retirement system of the State or Federal government who meets the requirements for a temporary appointment may be appointed part time.

Section 18.3 - Tenured (Permanent)

Appointment extended to teaching personal after their probationary period has been approved. These appointments have the following essential characteristics:

a) The incumbent must have completed four (4) years of consecutive service in a probationary appointment position, which may include up to one (1) year in a full-time administrative position such as Chancellor, Dean of Academic and Student Affairs, Associate Dean of Academic Affairs, Dean of Special Programs or other
position that opened through an institutional service need, which was fulfilled in an outstanding manner.

b) During the probationary period the incumbent must have obtained satisfactory annual evaluations from the Personnel Committee, from the Dean of Academic and Student Affairs and from his or her students. For administrative work, the incumbent must have satisfactory evaluations from immediate supervisors.

c) The candidate must have obtained the favorable recommendation of the Dean of Academic and Student Affairs. If substitute administrative tasks were performed, the incumbent must have favorable recommendations from the Chancellor or the Board of Directors.

d) A tenured appointment may not be extended to persons who have permanent appointments in another agency or instrumentality of the State, Municipal or Federal government or in another public or private educational institution unless they resign from such duties.

e) A full-time tenured appointment may not be extended to persons who have retired from an agency or instrumentality of the State, Municipal or Federal governments unless they renounce the retirement benefits to which they are entitled. Any person under a retirement system of the State or Federal government who meets the requirements for a temporary appointment may be appointed part time.

f) For the purposes of tenure, no time shall be credited to an employee for periods of part-time service, services rendered under contract, as a visiting lecturer or in other similar activities. Neither shall any time be credited for periods of leave, except leave for academic recesses, for accumulated sick leave or maternity leave.

**Section 18.4 - Termination of Probationary Appointments without Granting Tenure**

a) When tenure has been denied to a member of the faculty, the Chancellor shall notify the professor in writing of this determination, and the professor may then
apply for a reconsideration of the decision within twenty (20) days from the notification date.

b) The Chancellor must consider the application for reconsideration within fifteen (15) days of its submission. If it is flatly rejected or no action taken within the fifteen days, the term for applying for revision shall begin to run again from the time the denial is made or from when the 15 days expires, whichever is relevant. If any determination is made, the term for requesting a judicial review before the Circuit Court of Appeals shall begin to count from the new notification date.

c) The Chancellor shall appoint an Official Examiner to hold a hearing and issue a report containing fact-findings, findings of law and recommendation.

d) The professor may appear before the hearing him or herself or be represented by a lawyer.

e) After receiving the Official Examiner’s report, the Chancellor shall decide the conflict through a Resolution to the effect.

f) The professor, when the Chancellor’s decision has been adverse, may solicit a review before the Circuit Appellate Court within thirty (30) days following the notification.

Section 18.5 - Appointment “ad-honorem”

Appointment granted to persons who, without being employees of the Conservatory, offer services to the institution without recompense. These appointments shall be recommended by the Dean of Academic and Student Affairs to the Chancellor for approval.

Section 18.6 - Termination of Appointments Through Layoffs

1. Layoff Decrees:

The Chancellor may decree lay-offs, which are not to be interpreted as dismissals, if positions are eliminated for lack of work or funds or for total or partial reorganizations of the Conservatory. A layoff may also be ordered when it is determined after a process of evaluation or medical examination that a member of the
faculty is physically and/or mentally incapable of performing the functions essential to his or her position, as long as all possible and non-burdensome alternatives have been exhausted and no reasonable accommodation can be made.

Layoffs shall be ordered from within the groups of faculty with positions of the same rank, considering within each group the each employee’s status, habits of punctuality and attendance in the job, length of time in public service, and productivity, according to his or her periodic evaluations under this Faculty Regulation Manual.

Further, all faculty members will be terminated from service, according to Article 208 of the “Código Politico de Puerto Rico” (Puerto Rico Policy Code), if they have been convicted for any crime or misdemeanor that implies moral depravation or infraction of official duties.

2. Resources for Avoiding Layoffs:

Prior to ordering layoffs that are due to the elimination of positions for lack of funds or work, the Chancellor shall exhaust the resources at his or her disposal to avoid taking this step. For that purpose, the following actions, among others, must be taken:

a. Placement of faculty members in other positions of the same or similar rank in academic departments that have not been affected by personnel reductions.

b. Retraining of personal with the objective of placing them in other positions, if this can be reasonably done prior to a layoff.

c. Granting of leave without pay in those cases in which the layoffs were for reason of budgetary insufficiencies.

d. Reduction in working hours. This step requires a decree from the Chancellor as well as the written petition of the employee.

e. Granting of demotions by decree of the Appointing Authority as well as the written petition of the employee.

f. Placement via transfer, demotion or promotion in other agencies.
g. Retirement – If the employee complies with the dispositions of Act No. 447 of May 15, 1951, as amended, known as the “Ley de los Sistemas de Retiro de los Empleados del Gobierne de Puerto Rico y de la Judicatura” (the Government and Judiciary Employees Retirement Systems Act).

3. Order of Priority:

The determination of the order of priority in which layoffs will be declared within each rank shall be made according to the following rules:

a. Performance in the functions of the job shall be taken into consideration so that less efficient employees are the first to be laid off. If efficiency is equal, time in service shall be considered, so that those with the least time in service are first to be laid off.

b. If reliable information is lacking to determine an employee’s efficiency in the execution of his or her functions, the determining factor shall be time in service, so that the most recently appointed person shall be the first to be laid off.

4. Seniority:

When in one of the Conservatory’s academic departments the employees with the most seniority and the same rank are affected, they shall have the right to take the place of others with less seniority and the same rank in other areas of the Conservatory, those with the most seniority remaining in their positions.

From within the affected ranks, temporarily appointed members of the faculty shall be the first to be laid off; second are members of the tenure-track faculty; and last are tenured faculty with the least seniority.

Each member’s total time in public service shall be considered to determine seniority.

5. Notification of Layoffs:

The Chancellor shall notify in writing all member of the faculty affected by the layoffs decreed no less than thirty (30) days before the date such layoffs will take effect.

In addition, the notification shall inform them of their right to appeal before the Board of Directors, within the term of thirty (30) days from the receipt of the layoff notice.

No layoff of employees shall be effective unless it complies with the notification requirement herein indicated.
6. Layoffs for Incapacity:

Layoffs may also be ordered when it is determined that a member of the faculty is physically and/or mentally incapable of carrying out the functions essential to the position, even after having exhausted all possible and non-burdensome alternatives for reasonable accommodation.

The Chancellor may require in writing that the professor submit to an examination or medical evaluation prior to the layoff.

The Conservatory may try to arrange the corresponding medical examination with the Department of Health or assume the cost of such services if the examination is made by a doctor in private practice.

Layoffs for reason that the professor is physically and or mentally disabled shall be subject to faithful compliance with Federal Act 101-336, supra, and of Act. No. 105, supra. After exhausting all available remedies under these laws, and having proven that the professor cannot perform the essential functions of the position with or without reasonable accommodation, the Chancellor shall proceed to order his or her layoff, advising the professor in writing of his or her right of appeal before the Board of Directors and other available forums, under the acts cited herein.

The following elements of judgment may constitute, among others, reasons to presume physical and/or mental disability of the employee in the performance of the essential duties of the position:

a. notable drop in productivity;

b. marked absenteeism for reason of illness;

c. irrational patterns of conduct;

d. lack of ability on the part of the employee because of a work-related accident and undergoing medical treatment at the State Insurance Fund Corporation for a period greater than twelve (12) months from the date of the accident, under Article 5A of Act No. 45 of April 18, 1935, as amended, known as the “Ley de Compensaciones por Accidentes del Trabajo” (Work-Related Accident Compensation Act).

ARTICLE XIX: CLASSIFICATION POLICY
The rules for classifying positions have been based on the following principles and any change in the scheme of rank and category, or in the rules for their application, shall be made only by amendment to this regulation:

**Section 19.1 - Classification of Teaching Ranks**

1. Instructor
2. Assistant Professor
3. Associate Professor
4. Professor

**Section 19.2 - Special Rank: Professor Emeritus**

This special rank is given Conservatory professors, after their active service has ceased, for achievements in music, artistic or literary creation, published and research material and for other works that merit recognition, and which have distinguished their professorships. The conferring of this rank carries the rights and academic attributions of the faculty, without the obligation to take on teaching assignments.

1. Procedure for Granting Emeritus Rank:

   Any member of the Faculty shall submit in writing to the Academic Distinctions and Honoraria Committee of the Academic Senate a recommendation for the granting of this distinction. The Committee, whose composition is established in the Academic Senate Regulation, shall present its recommendations to the Academic Senate. Once approved, this shall be carried out by the pertinent authorities.

**Section 19.3 – Accompanist Pianists / Co-repeater**

This new teaching category should include all the departments within the Institution that require piano accompaniment and the needs that should arise throughout the semester within the same. The teaching staff under this category will fall under the Piano Department, but participate, accordingly or as needed, in matters related to its functions in conjunction with other departments.

**ARTICLE XX: SALARY RANKS FOR TEACHING PERSONNEL**
The academic salary grades of candidates for appointments shall be recommended by the Dean of Academic and Student Affairs to the Chancellor, taking into consideration the following:

Section 20.1 - Instructor

As a general rule, recruited candidates shall begin their duties at the rank of Instructor. To be appointed as Instructor, the candidate must hold a minimum of a master’s degree in his or her field of specialization and, preferably three (3) years of experience in teaching music. In special cases where recruitment is difficult, candidates may be considered if they have a bachelor’s degree in music and exceptional recognition as musicians.

Section 20.2 - Assistant Professor

To be appointed as Assistant Professor the candidate must have a minimum of a master’s degree in his or her area of specialization and, preferably, five (5) years of experience teaching in the field of specialization.

Section 20.3 - Associate Professor

To be appointed as an Associate Professor the candidate must have as a minimum a master’s in his area of specialization and, preferably eight (8) years of experience teaching in the field of specialization.

Section 20.4 - Exceptions

If the Conservatory is interested in contracting a musician of prestige who does not meet the requisites established in the previous sections of this article, the Dean of Academic and Student Affairs shall submit his or her recommendation to the Chancellor. The Chancellor shall formulate his or her recommendations on the salary level to the Board of Directors for its consideration and final decision.

ARTICLE XXI: COMPENSATION

The existing salary scales shall be applied equitably according to faculty classifications.

Section 21.1 - Review of Teaching Salary Scales

The Chancellor shall revise periodically the faculty salary scales and shall recommend modifications to the Board of Directors for approval.

Section 21.2 - Rules for Adjusting Salaries

Salary adjustments for faculty are governed by the following rules:
**Section 21.3 - Adjustment for Obtaining an Academic Degree**

Adjustments made to a salary when a professor has obtained an academic degree shall begin the first day of the month following the official certification date for the degree once evidence to that effect has been presented and accepted.

**Section 21.4 - Adjustment for Years in Service (Five-year periods)**

Adjustments in Salary for Years in Service shall be effective on the date on which the regulated time is completed.

a. Calculating Years in Service

The only years of service counted in calculating the total years in service are those occupied in teaching or in work involving the supervision of teaching or the formulation of the institution’s educational policies. Not counted for years-in-service adjustments are periods of leave (except sabbaticals, service leave, sick leave up to the total accumulated or maternity leave) or part-time service.

The years in service credited in a five-year period must be made without interruption. Periods of leave do not constitute interruptions in service.

**Section 21.5 - Adjustments in Rank**

Adjustments in salary for promotions in rank take effect immediately upon the Chancellor’s approval of such promotion.

**Section 21.6 - Additional Hours**

The Chancellor shall propose to the Board of Directors, for its approval, a special scale of compensation for services rendered in addition to the 15 required hours of contact with students. Payment of such compensation shall be made through a differential, and the deductions required by law shall be made. The additional remuneration in this case is not considered to be part of a regular salary.

**ARTICLE XXII: EVALUATION OF THE FACULTY**

**Section 22.1 - General Rule**

The Chancellor shall be responsible for the fulfillment of rules, criteria and procedures established in this Regulation for the evaluation of the performance of the faculty.
The direct evaluation of members of the faculty shall be done by the Dean of Academic and Student Affairs in compliance with the rules and criteria established in this Regulation.

Section 22.2 - *The evaluation of professors must be based on the following criteria:*

a) The evaluation is a continuous process that judges on the basis of objectives, rules or criteria established.

b) The purpose of a system for evaluating professors is to improve the quality of education offered to students.

c) The system of evaluation of professors must be individualized, in terms of providing a variety of categories and criteria adjusted to the interests of the professor and the nature of the department and the institution.

d) When determining the weight given to evaluation criteria, the principal function of the professor under evaluation is given the most weight.

Section 22.3 - *Rules and Procedures for Evaluating Professors*

The process of evaluation shall be initiated during the semester in which the professor begins his or her teaching work.

a. Each candidate shall have the opportunity to discuss the results of his or her evaluation as part of the process.

b. When the process of evaluation is finished, the Dean of Academic and Student Affairs shall present a written report to the Chancellor that shall contain all bases, findings, conclusions, recommendations and priorities relating to the evaluation.

c. When promotions and changes are involved, the Chancellor shall submit the recommendations to the Board of Directors for their final decision.

Section 22.4 - *Evaluation Criteria*

Professors under evaluation shall show evidence of achievements of excellence in the areas of teaching, creation and service. In considering the evidence, priority shall be given to the following data that reveal a professor’s competence:
1. Teaching performance:
   a. Academic preparation
   b. Command of the material
   c. Designs courses in a systematic way and submits a copy of the syllabus.
   d. Maintains course syllabuses up to date using, content, methodology and material from recent research and publications.
   e. Complies completely with office and class schedules.
   f. Delivers grades on time.
   g. Delivers reports on time.
   h. Uses the evaluation as an integral part of the teaching-learning process in a continuous and systematic way.
   i. Takes care of the equipment and musical instruments in his or her care.
   j. Maintains an atmosphere of order in the classroom.
   k. Demonstrate a willingness to give extra time to teaching.

2. Professional Development:
   a. Currently studies or has definite plans to continue studies.
   b. Makes study trips and carries out cultural activities under his or her own initiative or under Conservatory auspices.
   c. Receives honors and recognition.
   d. Belongs to and participates actively in professional associations.
   e. Offers conferences or seminars in and outside his or her area of specialization.
   f. Participates in concerts on and off the island.
   g. Approval of courses or professional improvement workshops in and outside of Puerto Rico.
   h. Use the results of research or professional experience in teaching courses for the advancement of music.
i. Directs and supervises creative works and research.

j. Unpublished work and written productions.

k. Compositions and published material.

3. Dedication to Service to the Conservatory:

   a. Years in Service.

   b. Regularly attends meetings of committees, departments, Academic Senate and faculty.

   c. Participates in the work of committees or other organisms in and outside the institution in representation of the Conservatory.

   d. Serves or has served as advisor to student groups or organizations.

   e. Establishes procedures to counsel students on their professional growth.

   f. Counsels students during the enrollment process.

   g. Willingness to give additional time to the institution in either administrative or artistic assignments.

   h. Willingness to assume full-time administrative assignments such as Chancellor, Dean or other positions needing service.

   i. Habits and attitudes toward the work.

**ARTICLE XXIII: EVALUATION PROCESS**

*Section 23.1 - Personnel Committee Composition*

A Personnel Committee shall be created, composed of the Dean of Academic and Student Affairs, who shall preside over it, and four (4) tenured professors with an academic rank of at least Assistant Professor, selected by faculty members who are not candidates for promotion and who have not submitted or plan to submit an application for sabbatical leave.

*Section 23.2 - Personnel Committee Functions*

It is the function of the Personnel Committee to handle matters related to evaluation of faculty and to submit recommendations for consideration of appointments, promotions, sabbatical leave, tenure and other acts
that require its intervention as contemplated in the Faculty Regulation. Recommendations shall be based and
founded on the results of student evaluations, evaluations carried out by the Evaluation Committee and the
reports of professional activities submitted annually by the professors.

**Section 23.3 - Evaluation Committee Composition**

There shall be an Evaluation Committee for each professor to be evaluated. It shall be composed of the
Dean of Academic and Student Affairs, a member of the Personnel Committee and a tenured professor selected
by the professor to be evaluated.

**Section 23.4 - Evaluation Committee Functions**

It is the function of the personnel committee to carry out the evaluations of the acts contemplated by the
Faculty Regulation before they are submitted for consideration by the Personnel Committee.

**Section 23.5 - Evaluation Process**

1. The Dean of Academic and Student Affairs shall coordinate visits to classrooms for student
evaluations. The students shall be given an evaluation sheet for evaluating the professor. For
accompanists, an evaluation sheet shall be given to the professors with whom they collaborate.

2. Members of the Evaluation Committee shall interview the professor to familiarize themselves with
the material, theme, methodology and focus of the class. The professor under interview shall
submit the course syllabus, books used or any related material.

3. Each member of the Evaluation Committee shall go to the classroom to observe the professor
directly for a complete evaluation of the quality of teaching.

4. The Dean of Academic and Student Affairs shall meet with the professor to compare student
evaluations and the evaluations of the Evaluation Committee before submitting them for the
consideration of the Personnel Committee. If the professor disagrees with the evaluations, he or she
may make an objection in writing. Such objection shall be submitted to the Personnel Committee
together with all the evaluations for consideration by the Committee.

5. The Dean of Academic and Student Affairs shall submit the evaluations to the Personnel
Committee.
6. In March of each academic year, each faculty member shall submit a report to the Personnel Committee on his or her professional development. This report, prepared cumulatively, must include teaching activities (courses taught, courses created, if any, innovations in teaching) and institutional activities. This report may be illustrated with additional material.

7. The Personnel Committee shall receive all the evaluations, reports and objections to study and make its recommendations. The Dean of Academic and Student Affairs shall submit the recommendations to the Chancellor who will submit them to the Board of Directors for action.

8. A professor who has not been recommended for a promotion in rank may request reconsideration by the Personnel Committee.

Section 23.6 - Reconsideration Process

1. If a professor does not agree with the Personnel Committee’s recommendation he or she may request reconsideration of the determination within twenty (20) days, counted from the date of notification. The Personnel Committee is responsible for reconsidering the evaluation, if the professor’s statements so justify, and must notify the professor of the results. The Dean of Academic and Student Affairs shall submit the results of such reconsideration to the Chancellor with his or her recommendations.

2. If the professor does not agree with the decision following the Personnel Committee’s reconsideration, he or she may within ten (10) working days from the date of receipt of the decision, appeal such determination to the Chancellor within thirty (30) days following the notification. This petition shall be made in writing.

3. The Chancellor shall have a period of ten (10) working days, from the receipt of the written report of the reconsideration to examine the evaluation in light of the statements of both parties and to prepare and remit to the Personnel Committee and to the professor a report with his or her final determination on the reconsideration.

ARTICLE XXIV: PROMOTIONS IN RANK

Section 24.1 - General Rule
The professor shall submit to the Dean of Academic and Student Affairs an application for promotion, along with written supporting evidence. Candidates’ files with all documentation shall be submitted through the Dean of Academic and Student Affairs to the Personnel Committee, which shall pass them to the Chancellor for a final decision.

a. Promotion decisions shall be based on activities that demonstrate professors’ competence as teachers as well as their support for the advancement of the Conservatory. Evaluations shall be considered based on the professors’ impact on improvements to courses in their departments and the Conservatory in general, considering as evidence such criteria as described in Section 22.4.

Section 24.2 - Except in special circumstances, faculty promotions are granted from one rank to the one immediately above it, when the Conservatory budget situation permits.

Section 24.3 - Minimum Number of Years Needed To Apply for Promotion

1. Promotion to Assistant Professor - To be promoted to Assistant Professor, the candidate must have occupied the position of Instructor for a minimum period of four (4) years, with satisfactory evaluations.

2. Promotion to Associate Professor - To be promoted to Associate Professor, the candidate must have occupied the rank of Assistant Professor for a minimum period of five (5) years, with satisfactory evaluations.

3. Promotion to Professor, the candidate must have occupied the rank of Associate Professor for a minimum period of four (8) years, with satisfactory evaluations.

Section 24.4 - If a recommended promotion is not approved, the affected professor shall retain the benefits acquired in his previous position with no harm caused by the unfavorable deliberation of the proposed promotion.

Section 24.5 - Promotions are not granted automatically. They are done on the basis of particular merit in each case, according to the established evaluation process, the pertinent recommendations and the availability of funds.
Section 24.6 - A professor who has not been promoted in rank within the periods herein mentioned may request a review of his or her case, in accordance with the procedure established in Section 24.1.

CHAPTER III
PERSONNEL REGULATIONS

PROVISIONS APPLICABLE TO TEACHING PERSONNEL

ARTICLE XXV: GENERAL PROVISIONS REGARDING LEAVE AND FINANCIAL AID FOR TEACHING PERSONNEL

Section 25.1 - Leave Established By This Manual

Members of the faculty may take leave for the following: for academic recesses, for any administrative recess from teaching decreed by the Governor or by the Board at the recommendation of the Chancellor, for sickness, for a sabbatical, to obtain a master’s or doctoral degree, for artistic performances, leave without pay, for maternity, for jury duty or political reasons.

Section 25.2 - Budget and institutional factors in the concession of leave and financial aid

The concession of sabbatical leave, with pay and without pay with financial aid, as well as the granting of financial aid, does not constitute a right, even when such concession does not involve direct budgetary considerations. The concession of leave shall be governed by the benefits the Conservatory derives and by the state of the institution’s budget.

Section 25.3 - Accumulation of sick leave while taking another form of leave

During periods involving other forms of leave, sick leave is only accumulated when a professor returns to his or her teaching duties.

ARTICLE XXVI: LEAVE – RESPONSIBILITIES

Section 26.1 - Concession, Cancellation or Changes in Leave
Leave that has been granted by the Board to a member of the faculty can only be modified or revoked by the Board at the request of the Chancellor, at the recommendation of the Dean of Academic and Student Affairs.

**ARTICLE XXVII: LEAVE CLASSIFICATIONS**

*Section 27.1 - Leave for Academic Recess*

Regular Conservatory faculty (tenured or tenure-track) shall take this type of leave at each intercessional recess. The personnel take leave during the months of June and July until one week before the start of classes and other recesses as provided in the Academic Calendar. Temporarily appointed faculty shall have the right to only the days granted for recesses that fall during the periods of their appointments.

*Section 27.2 - Sick Leave*

In a system of teaching that must develop a program of studies that includes undeferable academic requirements, sick leave can only be granted in specific cases in which a member of the faculty contracts a physical or mental ailment that impedes his or her regular attendance at the Conservatory. In such cases, the Dean of Academic and Student Affairs shall make the necessary arrangements to ensure that the absent professor’s work continues, using the services of other members of the faculty or contracting a substitute.

All faculty members may accumulate sick leave up to the maximum permitted by law and they shall have the right to be paid for the days in excess of ninety (90) days accumulated by or before March 31 of each year.

1- **Conditions of this leave:**

All members of the faculty occupying a tenured, tenure-track or temporary position shall accumulate eighteen (18) days of sick leave during the calendar year.

- **a.** Unused sick leave may be accumulated up to a maximum of ninety (90) days at the end of the calendar year.

- **b.** All employees who in a determined calendar year accumulate sick leave days in excess of the ninety (90) days permitted by law shall be paid for the excess not taken. The Conservatory Human Resources Office shall be
responsible for carrying out the transactions necessary to ensure that the payment for excess sick leave days accumulated and not taken is made before March 31 of the calendar year after the year in which the excess was accumulated, as provided by Act No. 254 of August 20, 1998, as amended.

c. All members of the faculty who are absent due to illness shall inform the Dean of Academic and Student Affairs, who will in turn inform the Human Resources Office so they may make the necessary arrangements. After three (3) consecutive days of absence due to illness, the teacher must submit a medical certificate prepared by doctor licensed to practice medicine in Puerto Rico.

d. Saturdays, Sundays and official holidays that fall during a period of sick leave do not count against accumulated sick leave days.

e. Sick leave may be used only for reason of illness or incapacity or exposure to a contagious illness when this requires an absence from work. It may also be used for medical appointments, in which case the professor must report the absence with reasonable advance notice and must present evidence to that effect.

f. If the employee needs time in excess of available accumulated leave, he or she must apply for a sick leave advance or leave without pay to the Chancellor through the Dean of Academic and Student Affairs. The Chancellor shall submit the application with a recommendation for the consideration of the Board, which may approve or deny it on its merits.

g. The Board may grant a sick leave advance of up to eighteen (18) days per academic year.

h. When a professor is under treatment from the “Fondo del Seguro del Estado” (State Insurance Fund) or waiting for a final determination in
regard to an accident or injury, the leave without pay shall be granted for a maximum of one (1) year from the date of the accident or injury. If at the end of the aforementioned term the professor fails to reinstate because of continued incapacity, the failure would equal a termination for illness, without a reduction in the rights he or she may hold under the Commonwealth of Puerto Rico Retirement System, if it determines the incapacity.

i. Vacancies that occur as a result of a concession of sick leave may be covered through temporary appointments on terms that do not impede the reinstatement of the personnel on sick leave. The reinstatement of personnel shall not take place before the period of leave that has been granted expires, except when convenient to the institution.

1. Law No 156, of the 20th of August of 1996, empowers agencies exempt from Law No 5 of 14th of October of 1975, as amended; to annually pay its employees before March 31st the excess accrued of the balances allowed for sick and/or vacation leave not taken.

Once this Law was integrated, the institution has executed the reimbursement of excessive leave. The Human Resource Department adheres to the following method of reimbursement of excessive leave in accordance to the effort of signaling out those employees who throughout the year make the best efforts to comply with providing the needed service. A scheme is worked out to promptly provide this benefit imposed since 2001, thus creating awareness of the positive results within the Institution’s employees, making the decision to incorporate the same to the Institution’s existing Bylaws.

The following is the scheme and provisions when paying the excess sick leave:

1. Regardless of the moment the payroll is prepared, the basis used to compute the excess sick leave will be the current month of January.

2. The total amount owed for the excess of sick leave will be determined as follows:
Sick leave: total of excess leave divided by January’s work days, the percentage will then be multiplied by the monthly wage received by the employee.

3. These payments are subject to social security and tax deductions.

4. The determination of the accumulation and use of the leave are relevant in regards to the calendar year.

This scheme will be used exclusively for the benefit of the excesses of sick leave, it does not apply to employees that have resigned or retired from the Conservatory for any given reason that prevented them from working as employees of the Conservatory.

k. The Institution will pay employees that have resigned or retired from the Conservatory or in the case of death to his/her heirs, the sick leave accrued up to the date the employee is separated from the Conservatory, accordingly:

a. Due to retirement (disability or for years of service), death, the Institute’s personnel reduction due to financial or work load, a maximum of 90 accrued days will be paid

Section 27.3 - Sabbatical Leave

The granting of sabbatical leave is considered a privilege granted to faculty members who occupy tenured positions, and such leave is only granted in the interests of the Conservatory. The Conservatory grants this type of leave to members of the faculty for professional and cultural improvement through activities such as musical or educational creation, research, cultural trips and formal studies toward an advanced degree, all within the framework of institution’s available budget.

1. All members of the teaching staff with tenure and with a minimum of six (6) years or more of uninterrupted service shall have the right to be considered for sabbatical leave, when and if possible under established rules.

2. During a sabbatical leave a professor may not commit to undertake a paying job or any other activity not in accordance with the purpose of the sabbatical. If a professor wishes to accept a scholarship or remunerated work, the professor must obtain certification from the
Dean of Academic and Student Affairs to the effect that the scholarship or work will not detract from his or her academic program or research. After completing a sabbatical leave and returning to service, the employee shall not be eligible for a new period of sabbatical leave for at least six (6) years of service.

3. Time rendered in administrative tasks by a qualified member of the faculty shall be credited towards the objective of obtaining sabbatical leave.

4. Full-time teaching under a temporary or tenure-track appointment shall be credited toward the concession of sabbatical leave once the applicant acquires a tenured appointment.

5. Sabbatical leave shall be granted for periods of only one academic semester or year. Applications for sabbatical leave shall be submitted to the Human Resources Office on or before the first (1st) of November of the academic year previous to the year in which the sabbatical begins, for analysis against the applicant’s personnel file. The Human Resources Office shall submit its recommendations to the Chancellor through the Dean of Academic and Student Affairs before December 31. The Board of Directors shall consider the recommendations of the Chancellor in its first meeting of the next semester.

6. All sabbatical leave shall include only the regular salary the professor draws, according to the scale for faculty. Nevertheless, based on the unit’s budgetary situation, leave may be granted with a lesser salary, although never less than half salary. The determining factor in computing the term of the sabbatical leave shall be the time in job and not the remuneration received.

7. All personnel on sabbatical leave shall provide the Dean of Academic and Student Affairs a report on the progress of their activities, at the end of the first semester or of the first half of the leave period as well as a final report sixty (60) days after the end of the leave, accompanied by the official transcript from their academic files and any other pertinent documents, if any. The Dean of Academic and Student Affairs shall be responsible for making sure each professor on sabbatical leave promptly submits the required reports.
8. A professor’s failure to comply with any clause related to the purpose of the sabbatical leave shall constitute sufficient cause to require him or her to reimburse the Conservatory for the total amount of the leave.

9. When the privilege of sabbatical leave is granted to a professor, he or she shall be obligated to sign a contract with the institution, which shall contain a clause naming a Guarantor, which binds the professor to return to his or her position once the leave is completed and to work for the institution for a length of time equivalent to that of the sabbatical leave.

10. If the professor does not return to service with the institution, despite the requirement, he or she shall reimburse the value of the salary or of the financial aid received, or agree upon a payment plan to complete the reimbursement within a term not to exceed two (2) years. Any exception to this term shall be by request of the Board.

11. Failure to comply with this commitment would place the professor under the obligation to return to the institution all the expenses it incurred through the concession of the leave, or the expenses of the corresponding portion if the professor should resign at any time before completing the term of sabbatical leave granted. If the professor fails to comply with the obligation to return expenses, it will be the responsibility of the Guarantor to do so.

12. In all cases in which a person must reimburse the value of the salary or the financial aid received, he or she shall pay the interest at the prevailing legal rate.

13. Vacancies that occur as a result of a concession of this type of leave may be covered through temporary appointments on terms that do not impede the reinstallation of the personnel on leave. The reinstallation of personnel shall not take place before the period of leave that has been granted expires, except when convenient to the institution.

Section 27.4 - Leave or financial aid to obtain a master’s or doctoral degree

As a general rule, tenured or tenure-track faculty members shall be conceded a maximum of two (2) years of leave with or without pay, with a bachelor’s degree, to obtain a master’s and a maximum of three years after the master’s to obtain a doctorate, including the preparation of a thesis in both cases. In exceptional cases
in which the normal program of studies requires a longer period, leave or financial aid may be granted for the additional term necessary for completing the degree requirements.

1. Procedure:

   All members of the faculty who occupy a tenure-track or tenured position who wish to apply for leave or financial aid to obtain a master’s degree or a doctorate must file an application in the Human Resources Office and submit it in writing to the Dean of Academic and Student Affairs at least one semester before the starting date for those studies. The application must be accompanied by an estimate of costs and by an official letter of acceptance from the admissions office of the university or conservatory to which the professor has applied. The Dean of Academic and Student Affairs shall study the application and make his or her recommendation to the Chancellor, who shall submit it with his or her recommendation to the Board for its final approval.

2. The applications for this type of leave shall be judged upon the following factors of interest to the Conservatory:

   In very general terms:
   a. The desirability of providing the Conservatory’s faculty members who have occupied regular positions in a tenured or tenure-track capacity the opportunity to improve themselves professionally through formal studies at the graduate level within and outside Puerto Rico.
   b. The need to provide the Conservatory a faculty that possesses the highest level of academic preparation possible, to maintain not only the institution’s accreditation, but also dynamism in preparing its courses and evaluating its teaching and curricular growth.

   In more specific and concrete terms:
   a. The applying professor’s prospects for successfully completing his or her pursuit of formal studies at a graduate level and obtaining a master’s degree or a doctorate.
b. The Conservatory’s need for a professor among its faculty with postgraduate studies, a master’s degree or doctorate for teaching in a specific area or subject matter.

3. Regulations that determine the concession of leave or financial aid to obtain a master’s or doctoral degree:

This type of leave shall not be conceded to study an area or subject that is not related in some way with music or music teaching, unless it deals with a new field that is necessary or of interest to the Conservatory; it shall not be conceded to study an instrument or musical specialty that is not specifically that which the professor teaches at the Conservatory; nor if during his or her post graduate studies, the professor without prior authorization by the Board changes the instrument or music specialty that was originally proposed for study, unless the institution is wants or needs a professor with a masters or doctorate in this new instrument or musical specialty among its regular faculty.

4. Cancellation of leave or financial aid:

The faculty on this type of leave or with this type of financial aid is obligated to submit in writing an academic progress report for each semester accompanied by an official transcript from the institution in which he or she is studying. If the professor does not comply with the original study plans, the leave or financial aid shall be cancelled and the professor must apply for reinstallation in his or her position.

5. Recognition of the academic degree obtained under leave for graduate-level studies:

The Conservatory shall recognize, for the purposes of the applicable salary scale, a master’s or doctoral degree obtained by a Conservatory professor upon the successful completion of his or her post graduate studies as a beneficiary with or without pay, with or without financial aid from the institution for the purpose, if the following conditions are met:

a. If the degree is from an accredited institution.

b. When the degree is in the instrument or music specialty the professor on leave teaches at the Conservatory, and he or she returns to the institution to continue to teach it.
c. When the degree is in an instrument or music specialty that is not the one the professor teaches, and when he or she returns to teach at the Conservatory, the institution decides that it is to its advantage to have among its faculty a professor with the particular academic degree in the particular instrument or area of music teaching.

6. All personnel who take this type of leave shall submit to the Dean of Academic and Student Affairs a progress report on the activities undertaken and the end of the first semester or the first half of the leave period, and a final report within sixty (60) days from the finishing date, accompanied by the official transcript from the academic studies file and any other pertinent document, if any. The Dean of Academic and Student Affairs shall be responsible for ensuring that each professor on this type of leave renders his or her required reports punctually.

7. Nevertheless, notwithstanding the general rule, the Conservatory may refuse to recognize the master’s or doctoral degree obtained by a member of the faculty, under the following circumstances:
   a. The degree is from an unaccredited institution.
   b. The degree obtained is in an area or subject that bears no relation with music or teaching at the Conservatory level.
   c. If while pursuing post graduate studies on leave the professor changes the instrument, music specialty or area of specialty that he or she originally proposed to study for a master’s or doctorate.
   d. The failure to comply with any clause related with the purposes for which this leave was granted shall be sufficient cause to oblige the professor to reimburse the Conservatory for the total amount of the leave conceded.

8. Service Commitment:

   All persons on leave with pay or with financial aid to obtain a master’s or doctorate shall sign a contract committing to their reinstatement and provision of services to the Conservatory at the end of the leave or of the financial aid, for a period no less than the length of the leave.
If the professor does not reintegrate into service with the institution, despite the requirement, he or she shall reimburse the value of the salary or of the financial aid received, or agree upon a payment plan to effect the reimbursement, within a term not to exceed two (2) years. Any exception to this term shall be by request of the Board.

9. Payment of Interest:

In all cases in which a person must reimburse the value of a salary or financial aid received, he or she shall pay the prevailing legal interest.

10. Vacancies:

Vacancies that occur as a result of the concession of leave without pay can be covered through temporary appointments for terms that do not impede the reinstatement of the personnel on leave. The institution shall not reinstate personnel before the expiration of the term of the leave, except as convenient for the institution to do so.

Section 27.5 - Professional Development Leave

Professional development leave shall be granted to expand the professional and artistic experience of Conservatory faculty (tenured or probationary) as well as temporary personnel. This leave assists a professor to participate, within and outside of Puerto Rico, in music activities of high artistic merit, such as conferences, seminars, training and conventions related to their specialties.

1- Term of Leave:

This type of leave shall be conceded for periods not to exceed seven (7) calendar days per activity and up to a maximum of fourteen (14) calendar days during the academic year.

2- Eligibility:

All members of the Conservatory faculty under this Manual shall have the right to be considered for the possible concession of professional development leave.

3- Procedure:

All members of the faculty who wish to take advantage of this privilege must submit a written application to the Human Resources Office with at least ten (10) working days’ notice in advance of the start of
the activity, accompanied by the invitation or official designation of the activity and a memorandum that indicates its purposes and extent. The written application shall include dates and times during the semester in which the professor could reschedule the lecture or teaching time lost. The Human Resources Office shall send the application to the Dean of Academic and Student Affairs, who shall study the application and notify the Chancellor of his or her recommendation, for a final decision.

4- Professional Development Training and Activities Fund:

A fund is created to grant financial aid to teaching personal to contribute the costs of professional development. Applications for financial aid must be submitted to the Human Resources Office four (4) weeks in advance of the activity, and the Office shall send the application to the Dean of Academic and Student Affairs to study and make a recommendation to the Chancellor for final approval. Any exception to the term arranged must be well justified. Such application must include:

a. The invitation to the activity.

b. A brief description that indicates the need for the activity, and its utility and benefits to both the professor and the institution.

c. An estimate of costs.

d. The time the professor would be absent from classes.

e. The make-up program for classes.

Once the Dean has evaluated the application, he or she shall send it with recommendations to the Chancellor for approval in accordance with the budget available for the Fund. If aid is denied, the employee shall receive a reason for the denial in writing. The Professional Development Training and Activities Fund shall be available for each member of the faculty (tenured or tenure-track) and temporary faculty once per semester according to the budget available at the time of the application. Professors may only benefit from this Fund once a year.

When the professor returns from the professional activity, he or she must send a written report to the Dean of Academic and Student Affairs covering the benefits received from the activity, conference, seminar or
training and an official confirmation of attendance. The professor must also submit an Expense Report to the Financial Office with evidence of the costs incurred.

Section 27.6 - Leave Without Pay

1. Leave without pay may be granted to tenured or tenure-track members of the faculty with no less than three (3) years of satisfactory service for the following purposes:
   a. To teach or study in other recognized educational institutions in and outside Puerto Rico.
   b. To render services to music organizations of recognized prestige in and outside Puerto Rico.
   c. To render other services of a teaching nature in their specialty subjects to other recognized institutions within and outside Puerto Rico.
   d. For purposes that the Chancellor and the Board consider to have merit.

2. Leave without pay may be granted for periods of up to one year.
   a. In special cases and by determination of the Board, the term may be extended for an additional year.
   b. The period of leave without pay shall not exceed two years.

3. The period of time used in leave without pay by probationary personnel shall not be counted toward tenure.

4. A professor must apply for this type of leave one semester in advance to the Human Resources Office with an application directed to the Dean of Academic and Student Affairs, who will submit it with a written recommendation to the Chancellor for final approval.

5. Vacancies that occur as a result of a concession of leave without pay may be covered through temporary appointments on terms that do not impede the reinstallation of the personnel on leave. The reinstallation of personnel shall not take place before the period of leave that has been granted expires, except when convenient to the institution.
Section 27.7 - Maternity Leave

1. Concept

Article II of the Constitution of the Commonwealth of Puerto Rico acknowledges every pregnant woman’s right to partake of special care and help. Said acknowledgement forced the creation of provisions that would allow a time of rest and that guaranties the reinstatement to her former position, plus full wages during a given period of time.

Law No 165, supra, increased the maternity leave to allow the mother an additional four (4) weeks to care for her biological or adopted offspring, thus providing more time for its care and well-being, enabling stronger bonding among the family nucleus.

2. General Rules

   a. Maternity leave includes the rest period before giving birth and after giving birth, time entitled to all pregnant employees. Likewise, the same period of time will be provided to when a minor is adopted, according to applicable legislation and this set of Bylaws.

   b. All pregnant employees are entitled to four (4) weeks before their due date and four (4) weeks after the birth; providing the employee is entitled to a total of four (4) consecutive weeks to care for the infant.

Childbirth is understood as the child being expelled from the mother’s womb through natural or legal surgical-obstetrician means. Including premature childbirth, miscarriage, or involuntary abortion, as in the former instance, those abortions legally induced at any period of the pregnancy if the mother’s life is in danger.

   c. The employee is entitled to take just one a week to rest prior to her due date and extend the post-natal rest of seven (7) weeks or eleven (11) with the additional four (4) weeks needed to care for the infant. In these instances, the employee shall submit the physician’s accrediting certification to the Corporation.

   d. During the Maternity Leave, the employee will receive full wages.
e. For temporary employees, the maternity leave will not exceed the period for which she was contracted.

f. If childbirth happens before the rest period prior to the four (4) weeks of childbirth has been consumed, or before beginning this four (4) week period, the employee can choose to extend the post-childbirth until the leave expires.

g. Upon submitting before the Corporation a valid medical certification stating the same is able and willing to perform her tour of duty, the employee can request reinstatement to her position before the post childbirth rest period expires. The Corporation will take as fact that the employee is forfeiting the residual post partum Maternity Leave.

h. If the birth date was wrongly estimated and the employee has already enjoyed the first four (4) weeks before the birth, she will be entitled to additional time until the child is born and to her full wages, thus being able to enjoy the postpartum four (4) weeks and the four (4) additional weeks to care for the child.

i. If presented with a case of premature childbirth, the employee is entitled to the eight (8) consecutive weeks, starting from the date of the childbirth, plus the additional four (4) weeks to care for the infant.

j. When an abortion arises, the employee is entitled to a maximum of four (4) weeks of Maternity Leave. Nevertheless, to qualify for this benefit, the abortion should create in the patient the same physiological effects as a normal childbearing procedure, in accordance to the attending physician’s certification and judgment.

k. If complications arise after the childbirth that prevents the employee from being reinstated to her tour of duty after the Maternity Leave expires, plus the additional four (4) weeks to care for the newborn, the Corporation will provide Sick Leave. A physician certificate will be requested explaining the employee’s health condition, plus providing an approximate period of time the same will be absent from her
duties. If the employee lacks accrued sick leave, the Corporation will then provide vacation leave. If the case be it, the employee has not accrued vacation leave, she will then be granted leave without pay.

1. If an employee adopts a preschooler, being five (5) or under five (5) years of age, and is not registered within a scholastic institution, according to the legislation and current legal procedures in Puerto Rico or any other jurisdiction of the United States of America, she is entitled to the same benefits as a child-bearing employee pertaining to a Maternity Leave and is entitled to receive her full wages. This license will begin once the court had handed down its decision and the minor has been incorporated within the family nucleus, the same should be submitted in writing.

m. Maternity Leave will not be given to employees that are currently in other leaves, with or without wages. This provision makes the exception with those employees that have been granted sick or vacation leave and those that are on leave without pay status because of postpartum complications.

n. The pregnant employee or the employee that adopts a minor must inform the Corporation well in advance on how her maternity leave will be used and her plans of when she will be reinstated at her tour of duty.

o. It is prohibited to layoff a pregnant employee without just cause. Just cause does not imply a reduction in the employee’s performance due to her pregnancy. Any and all decisions having a negative impact on the employee’s present status within the Corporation shall be postponed until the same is reinstated at her position, after the Maternity Leave.

p. The Maternity Leave will be computed by use of the employee’s basic salary, wages or compensation received during the immediate six (6) months before the beginning of her leave. If during these previous six (6) months the employee did not
receive a salary, wages or compensation, the computed effect shall be zero (0), therefore, the employee is not entitled to a leave with pay. Never the less, this situation will not forfeit the employee’s right to her Maternity Leave, nor will her position be at risk. The monies owed for the Maternity Leave will be provided at the beginning of the same.

q. The Corporation can authorize payment of the full amount of wages pertaining to the Maternity Leave before the same begins if the employee so requests.

r. If the postpartum death of the infant occurs before the leave has expired, the employee is entitled to the first eight (8) mandatory weeks still pending but not to the additional four (4) weeks granted to care for the newborn that originally justified having granted the leave. The employee is entitled to request a leave from any days accrued.

Section 27.8 - Leave for Court Appearances

Any member of the faculty (tenure-track, or temporary while the appointment is in effect) officially summoned to appear before any judicial court, district attorney, administrative organism or government agency shall have the right to paid leave for the time absent from work for the purposes of such summons.

1. This type of leave is not granted when the professor is summoned to appear as the accused or as an interested party before such organisms. An “interested party” is defined as a situation in which the professors appear in the defense or exercise of a right in their personal character, as a defendant or plaintiff in a civil suit, a petitioner or participant in a civil or administrative suit. In such cases the time taken by the professors for these purposes shall be replaced.

Section 27.9 - Military Leave

Military leave shall be granted with pay up to a maximum of thirty (30) working days per calendar year to members of the faculty who belong to the National Guard of the Government of Puerto Rico and the U.S. Reserve Corps during the period in which they are on military duty as part of the annual training or in military
schools, when they have been ordered or authorized under the provisions of the laws of the United States of America or the Commonwealth of Puerto Rico. When said federal or state active military service is in excess of thirty (30) days, the employee shall be granted leave without pay. Vacancies that occur as a result of a concession of leave without pay may be covered through temporary appointments on terms that do not impede the reinstallation of the personnel on such leave. The reinstallation of personnel shall not take place before the period of leave that has been granted expires, except when convenient to the institution.

1. **Calls to Active Duty:**

Military leave with pay shall be granted where professors belong to the Puerto Rico National Guard as established in the Puerto Rico Military Code, Art. No. 62 of June 23, 1969, Section 231, and are called by the Governor to Active State Military Service when public security so requires or when natural disasters or other emergency situations so require, according to the provisions of the Military Code, for the period authorized.

2. **Active Military Service:**

Military leave shall be granted, without pay, to employees who enter into active military service, in the Armed Forces of the United States of America, according to the provisions of the Federal Selective Service Act, for a period of four (4) years and up to a maximum of five (5) years if and when this additional year is officially required and for the convenience of the Army Division in which they entered. If the employee extends his or her military service voluntarily after finalizing the established period of service, the employee shall be understood to renounce his or her right to continue taking this leave. The employee shall not accumulate sick leave while on military leave.

*Section 27.10 - Leave to Participate in the Political Process*

Leave shall be granted to any member of the faculty who in an election year is the president on a state level of a recognized political party or is a certified candidate for an elective public office, except the office of municipal assemblyman, and who has applied for leave with pay at the beginning of the first semester of the academic year until December 31 of the same year.
1. If the member of the teaching staff is elected or designated to occupy an elective public office, he or she shall take leave without pay for the period of incumbency, renewable from year to year. If the period of incumbency extends beyond eight (8) years, the institution shall be released from reserving the employee’s position.

Section 27.11 - Leave for the Purposes of Sports Participation

1. The Chancellor may concede such leave for those cases in which a member of the faculty officially represents the country in the Olympics, conventions, competitions and other similar activities, for the period encompassing such representation, including the period of time required to travel to and from the activity. Official evidence of the representation shall be required of the member of the faculty, together with the application for this type of leave. In each case, the Chancellor must give prior approval for the leave.

2. When employees form part of an official representation as athletes, they shall be governed by the provisions of Act No. 49 of June 27, 1987, as indicated below:

   A. Special sports leave. This leave may be granted to represent Puerto Rico in the Olympic Games, the Pan American or Central American games, or in Regional or World Championships.

   B. Members of the faculty who have this right shall accumulate special sports leave at one day and one quarter (1¼ ) for each month of service up to a maximum of fifteen (15) working days per year.

   C. When the application of an athlete member of the faculty exceeds the special sports leave limit of fifteen (15) days, such leave shall be negotiated and authorized, subtracting the days in excess.

   D. To obtain special sports leave, members of the teaching staff who perform as athletes, judges, referees, technicians, delegates or in other sports capacities certified by the Puerto Rico Olympic Committee shall submit to the Chancellor no few than ten (10) days in advance of their billeting, a certified copy of the
document that certifies them to represent Puerto Rico in the competition and the
time that shall cover such representation.

Section 27.12 - Family and Medical Leave

1. All members of the faculty who have worked in public service for at least one year
   immediately before their application have the right to family and medical leave.

2. Family and medical leave is granted up to a maximum of six (6) months to members of the
   faculty who apply for it for one of the following purposes:
   
   (1) For the birth or adoption of a child,

   (2) When involved in proceedings for obtaining legal custody,
       providing a foster home or adopting a child,

   (3) To care for a child with a serious health condition,

   (4) To care for a spouse or parent with a serious health condition,

   a. The member of the faculty must present a medical certificate with the
      formal application for leave when it is for the purposes specified in
      sub-clauses (3) and (4) or another type of certification in the case of
      adoption, custodial proceedings or for providing a child a foster home.

   b. Leave may be granted as leave without pay.

   c. The employee may opt to make use of an intermittent leave or to reduce
      the number of daily or weekly hours of work. In such cases salary shall
      be adjusted in accordance with the hours worked.

   d. The member of the faculty must submit the application through his or
      her supervisor with at least 30 days’ notice if the situation is foreseen.
      When an emergency situation arises, this condition is excepted.

   e. The fact that an employee has taken this leave shall not be cause for the
      loss of benefits accrued before the leave was taken.
f. In cases when both spouses work at the Conservatory, both shall have the right jointly to six months of family and medical leave for the birth, adoption, legal custody or placement of a child in their foster home and to care for a parent (not a parent-in-law) suffering from a serious health problem.

g. Vacancies that occur as a result of a concession of this type of leave may be covered through temporary appointments on terms that do not impede the reinstallation of the personnel on leave. The reinstallation of personnel shall not take place before the period of leave that has been granted expires, except when convenient to the institution.

j. An ailment that renders the employee disabled to perform his/her duties.

k. The need to care for an immediate family member due to a serious ailment.

h. The employer will continue to provide the percentage due of the employee’s medical plan part when on Family illness leave, with or without wages.

i. Upon submitting the request to care for an immediate family member, the employee shall submit, in writing, the following:

1. The care that will be provided to his/her immediate family member;
2. The amount of days and hours that will be needed;
3. The site where the care will be provided;
4. The reason or need for said care;
5. Explain why there is not another family member to provide the care.

j. The employee will not be able to take said Leave for voluntary procedures or treatments nor for cosmetic executions unless so prescribed by a physician.

Understanding the concepts necessary to enjoy this Leave:
k. A serious illness is understood as a sickness, serious injury, hindrance, or disabling condition of mind or body that requires:

1. That the person be hospitalized, placed in a hospice or in the care of a doctor; or

2. Be away from his/her tour of duty (employee), or from school or any other customary activity, such as work (when caring for an immediate family member) for more than three (3) days, and the person is in need of prolonged treatment (or under the supervision) of a health provider;

3. Prolonged treatment on behalf of a health provider because of a chronic long lasting disease, a condition so serious and incurable that if not treated can develop into a disabled period of more than three (3) days; or

4. Due to prenatal treatment.

l. Prolonged treatment is understood as being one or several of the following conditions:

1. When the employee or an immediate family member is recipient in more than one occasion of health services from a health provider, as a result from an injury or serious sickness;

2. When the employee or an immediate family member is recipient in more than one occasion of health services from a health provider, as a result from an injury or serious sickness under the care of a health provider; if after receiving one treatment from a health provider, and that the same requires a prolonged treatment under his/her supervision, for example, a therapy sessions;

3. When an employee or immediate family member is under prolonged health care supervision due to a chronic and prolonged or incurable
condition, for example, suffering from Alzheimer Disease or has suffered a stroke or is currently at the last stages of a terminal disease.

m. Immediate family member is understood as being an offspring, mother, and father according to the following definitions:

1. Offspring:
   a. Biological offspring under the age of eighteen
   b. Adopted son or daughter under the age of eighteen.
   c. Stepchild under the age of eighteen
   d. Ward under the age of eighteen
   e. Minor child placed under the care of a substitute family
   f. Minor child under the age of eighteen living with the employee, and whose care and well-being is under the employee’s responsibility.
   g. Any of the above being over eighteen years of age, suffering from a disabling disease of mind or body, dependent on another person to fill his/her needs.

2. Spouse: legally married to the employee

3. Father or mother: an employee’s biological father or mother that assumed the responsibility to provide prolonged care and well-being to the employee when under the age of eighteen years. Spouse’s parents are not included.

4. Diminished tour of duty: a tour of duty that has diminished its regular working hours either daily or weekly.

5. Health provider: includes one of the following:
a. A physician, general practitioner or osteopath that practices medicine or surgery protected by the bylaws of the place where he/she practices his/her profession.

b. Podiatrist, dentist, clinical psychologist, optometrist, and chiropractor baring the pertaining licenses to practice medicine under the bylaws of the place where he/she practices his/her profession, and within the allowed parameters of the profession.

c. A patient or practitioner or legal midwife allowed to practice their specialty under the bylaws of the place where he/she practices his/her profession.

d. A Christian Science practitioner duly authorized by the First Church of Christ Science, Boston, Massachusetts.

Section 27.13 – Paternity Leave

1. Concept

Paternity Leave becomes part of our legal system to enable government male employees to be part of their offspring’s birth, development and training, thus reinforcing the act of bonding that will last throughout their lifetime.

2. General Rules

a. Paternity leave will include five (5) work days beginning at the child’s birth date

b. When requesting the leave, the parent will provide evidence of being legally married or of the living arrangements with the child’s mother, and of not having incurred in domestic violence. Said certification will be presented by use of a specific form provided by the Corporation, which will also include the minor’s mother’s signature.

c. The employee will request the paternity leave and promptly submit the child’s birth certificate.
d. During the paternity leave, the employee will receive his full wages.

e. Paternity leave for a temporary employee will not exceed the period of time that states his contract.

f. Paternity leave will not be provided to employees that are currently on leave with or without pay, for other reasons, with the exception of employees that have been granted sick or vacation leave.

**Section 27.14 – Special Leave with Wages for Breast-feeding**

1. **Concept**

   Government policy of the Commonwealth of Puerto Rico denotes the provision of suitable accommodations to enable mothers the task of looking after the well-being and development of their children. Therefore it is necessary to provide a designated area to breast-feed their children within all departments, agencies, corporations or facilities pertaining to the Commonwealth of Puerto Rico.

2. **General Rules**

   a. Breast-feeding mothers will be allotted half an hour after their return from maternity leave to feed their offspring, time that can be divided in two (2) fifteen (15) minute breaks. This benefit will be provided if and when the Corporation has a day care center within its facilities and mothers can access their children to feed; if not available, and to ensure the mother time to extract the breast milk, there will be a designated area within the workplace.

   b. Breast feeding within the work place will last for a twelve-month period that begins once the employee returns from her maternity leave.

   c. Employees wishing to partake of this benefit should submit to the Corporation a medical certificate that entails the period between the fourth and eighth month of the newborn’s life, stating the child is being breast fed. This certification should be submitted no later than five days before each designated time period. Thus, the
Corporation shall designate an area or physical space that provides the breast-feeding mother with due privacy, safety, and cleanliness, without the need of building a physical or organizational structure, subject to the resources of the government entity. Corporations should create specific rules pertaining to the designated use of the breast-feeding areas, areas that should be ready one year from the approval of Law No.155, supra.

**Section 27.15 – Occupational Accident Leave**

“Any employee that suffers an occupational accident and the Employee State Insurance Fund (ESIF) determines that he/she is disabled to work will have the benefit of the Corporation paying the difference between the allowance granted according to Occupational Accident law and the salary owed to the employee during the first eight (8) weeks of his/her disability.

If the disability continues beyond the eight (8) weeks, he/she will have the benefit of the Corporation paying the difference between the allowance granted according to Occupational Accident Law and eighty (80) percent of his/her salary owed during the following five (5) weeks.

The employee will be able to obtain this benefit only once within a 36-month period. If he/she returns to work before said period, he/she will be able to use the time remaining during a future occupational accident, if within the 36-month period.

The Corporation will keep the employee’s position when the accident or when the complaint was submitted subject to the following:

1. The employee will request reinstatement fifteen (15) days after being discharged if twelve (12) months have not transpired since the occupational accident.
2. That the employee is mentally and physically capable to be reinstated at the time of requesting his/her reinstatement.
3. The position exists upon the date the employee submits the request.
If the Employee State Insurance Fund finds that the disability is not work-related, and the employee has received due compensation, the monies will be repaid from vacation leave, and if there still exists a balance, with compensatory work. If the employee fails to have vacation or any other type of leave, a payment plan will be created until the balance owed is paid in full.

An employee that uses this leave and has received his/her full wages will request from the Employee State Insurance Fund to send per diem checks directly to the order of the Conservatory. If the Employee State Insurance Fund sends the allotment directly to the employee, he/she should then submit the same to the Conservatory. If the Conservatory is unable to recoup the excess wage paid, the same will be authorized to partake of leave time accumulated until the time the total amount has been paid.

Time will be allotted to those employees that need to keep appointments with the Employee State Insurance Fund for treatment while working, known as CT, per physician’s orders. Time used during these treatments will fall under Occupational Accident Leave without using the employee’s accrued leave; this option remains in effect while the employee returns to his/her workplace after the treatment, according to stipulated bylaws.

To enable the employee to use this benefit, besides submitting the appointment notice as soon as the employee receives the same, he/she must fill-in the Appointment Evidence Certification form provided by the Human Resource Office, plus include the appointment form provided by the Employee State Insurance Fund. The original form should be submitted after having been signed by an Employee State Insurance Fund representative. The former should write down the time spent during the appointment, from the start to its conclusion, and include said information in the Appointment Evidence Certification form. The information should be certified by the Employee State Insurance Fund representative.

A reasonable amount of time should be spent in appointments. Reasonable defined as follows: one (1) hour prior to the appointment, time spent at the actual appointment (as certified by the ESIF), and one (1) hour after the same. Once the appointment has ended, the employee should return to finish his tour of duty. Any time used outside these parameters will be charged against Sick Leave. If sick
leave is unavailable, then the time will be charged against any other available leave. The exception to this provision shall be when the appointment ends an hour before the hour the employee’s tour of duty ends. Designated time for appointments will not carry the purpose or act to change or alter the employee’s tour of duty nor shall it be accrued.

Upon returning to work, the employee shall immediately provide his/her immediate supervisor the pertaining information. Wages paid during these appointments will be provided if and only all previously stated provisions have been met. If evidence denotes wrongful use of time conferred, the same will be denied, and charged against Sick leave or any other available leave. If an employee is victim of an occupational accident, the Conservatory will see fit to keep his/her position available for one (1) year.”

ARTICLE XXVIII   MARGINAL BENEFITS

Section 28.1 – Free Registration for Teaching Faculty

Teaching staff that is full time, permanent, on trial basis or in a position in trust is entitled to free registration at the Conservatory with a maximum of ten (10) credits per semester. So as not to create conflict between classes and work, this benefit will be allowed for classes after the employee’s tour of duty ends. Eligible employees need to have worked at the Institution for at least twelve (12) months. This benefit excludes other fees and expenses pertaining to each course or itinerary. Admission will be subject to the applicable curriculum norms.

In order to qualify for this benefit, employees shall keep an average academic index of 3.0. An evaluation shall take place each semester. Likewise, the employee shall observe a code of conduct proper to the institution. If the case should arise to denote otherwise, this benefit could be withdrawn.

Preparatory School

If the employee is interested in taking courses at the Conservatory Preparatory School, he will be exempt from paying a maximum of two (2) courses per registration, paying only fees and expenses related to said classes.
This benefit is for teaching and non-teaching faculty that is full time, permanent, on trial basis or position in trust and has worked at the Institution for at least twelve (12) months.

**Exemption of Registration Fee for Teaching Faculty Spouses and Children**

*Higher Education Studies:*

Offsprings of permanent, on trial basis or position in trust employees, under the age of 25 will be exempt of registration fee in any of the higher education programs the Institution has to offer, except for those offsprings that are emancipated or totally on their own, these will not qualify for this benefit even though the offspring is under 25 years of age. This benefit excludes other fees and expenses pertaining to each course or itinerary. Admission will be subject to the applicable curriculum norms.

Spouses of permanent, on trial basis or position in trust employees having worked a minimum of twelve (12) months qualify for a maximum of six (6) credits registration fee exemption per semester. This benefit excludes other fees and expenses pertaining to each course. Admission will be subject to the applicable curriculum norms. Contractual employees will not qualify for this benefit, nor will his/her spouse or children nor other family members.

**Preparatory School**

Spouses and offspring of permanent, on trial basis or position in trust employees, having worked for a minimum of twelve (12) months at the Conservatory are entitled to a 50% discount of the total amount of the registration fee for the Conservatory’s Preparatory School. Admission will be subject to the applicable curriculum norms.

**Section 28.2 - Savings and Retirement**

Tenured or tenure-track personnel shall have the right to benefits under Act No. 133 of June 26, 1966, as amended, which created the Savings and Loan Fund of the Employees of the Commonwealth of Puerto Rico (*Fondo de Ahorro y Préstamo de la Asociación de Empleados del Estado Libre Asociado de Puerto Rico*). They shall also have the right to benefits under Act No. 447 of May 15, 1951, as amended, known as the Puerto Rico Government and Judiciary Employee Retirement Systems Act (*Ley de los Sistemas de Retiro de los Empleados*...
del Gobierno de Puerto Rico y de la Judicatura) to any pension or retirement system subsidized by the government of Puerto Rico to which they are subscribed at the time the Act was approved. It shall be the responsibility of the Conservatory Human Resources Office to counsel employees entering public service about the benefits guaranteed under both statutes.

Section 28.3 - Medical Plan

a. The Conservatory may contract a medical-surgical, hospitalization and outpatient service plan for its employees. This shall cover employees’ direct dependents, spouses and minor children up to nineteen (19) years of age or twenty three (23) if they are students, and shall include prescription medications, dental service and life insurance.

b. The insurance firms contracted must be authorized by the Puerto Rico Commissioner of Insurance.

c. The Conservatory shall make a contribution to or pay in total the medical plan for all full-time tenured, tenure-track or temporary employees who join an individual or family plan, subject to available resources and the approval of the Board of Directors.

d. The Conservatory shall not make a contribution to or pay in total the medical plan for any employees taking leave without pay.

e. The Corporation may pay part of the total of the premium for Non-Occupational Disability Insurance (Seguro por Incapacidad No Ocupacional (SINOT)), subject to available resources and the authorization, via resolution, of the Board of Directors.

f. All full-time temporary employees have the right to the provisions of clauses "c", "d", y "f" of the previous clause.

Section 28.4 - Christmas Bonus

a. All employees who have worked for the Government for six (6) months shall have the right to be paid a Christmas bonus. Temporary employees must have worked 96 hours, within the period of twelve months from the first of December of the previous year to November 30 of the year the bonus is granted. Such services need not be consecutive.
b. Services granted for fifteen (15) days or more during a month shall be considered as one month of service.

c. The Christmas bonus payment shall be made no later than the first Thursday of December.

d. If an employee dies after having acquired the right to the Christmas bonus, such benefit shall be paid to his or her dependents or heirs.

e. The amount of the Christmas bonus shall be the sum approved by the Conservatory Board of Directors via resolution.

f. The Christmas bonus shall not be subject to savings or retirement plan deductions.

g. For transferred employees, the agency in which the employee had been giving service on November 30 shall be responsible for paying the bonus. For dismissed employees, if the employee would have ceased work before November 30, after having completed six (6) months of service with the period established by law, the agency at which the employee ceased working shall be responsible for paying the bonus.

ARTICLE XXIX: SPECIAL ASSIGNMENTS

A special assignment may be authorized upon prior consent of the person affected, in cases where in the interests of the Conservatory and under exceptional circumstances, members of the faculty carry out special assignments within the framework of their duties and attributes. Personnel thus noted may be relieved of their teaching work and may comply with these distinguished commissions either in or outside of Puerto Rico.

The personnel thus selected must have completed four (4) years of consecutive service in a tenure-track position, which may include up to one (1) year in full-time administrative positions such as Chancellor, Dean of Academic and Student Affairs, Associate Dean of Academic Affairs, Dean of Special Programs or other positions that arise from a service need or special ability.

The special assignments shall be recommended to the Dean of Academic and Student Affairs who will submit them with his or her recommendations to the Board of Directors for final approval.

Special assignments shall not be authorized for purposes that are normally handled through sabbatical leave, leave with pay or leave without pay with financial assistance.
ARTICLE XXX: DISCIPLINARY ACTIONS

Section 30.1 - General Provisions

a. The Conservatory’s faculty must be familiar at all times with established rules of conduct. The Human Resources Office is therefore obligated to make sure all faculty members who begin to provide services at this institution are made aware of this Regulation as well as any subsequent changes to it.

b. It shall be the responsibility of the Director of Human Resources to give each employee or member of the faculty a copy of this Regulation Manual and to request acknowledgment of receipt on a form included with it, containing the name of the person acknowledging receipt, signature and date.

c. Any member of the faculty who commits an infraction of the rules of conduct may be sanctioned with a disciplinary action commensurate with the nature, consequences and gravity of the violation.

d. In cases of misuse of public funds or when there is reason to believe that a real danger exists to the health, life or morale of the employees, the Conservatory or the public in general, the employee may be suspended from the job while an investigation is carried out, without such suspension rendering inapplicable any other disciplinary measure.

e. All members of the Conservatory faculty who have been assigned to provide their services to another agency or instrumentality must comply with the provisions of this Regulation. If any such person commits an infraction of the rules of conduct, the corresponding disciplinary measure shall be applied.

f. When an action of a member of the faculty is considered a crime in accordance with the laws of Puerto Rico, in addition to applying the corresponding disciplinary measure, the Rector shall notify via letter the Secretary of Justice and the Puerto Rico Controller.

g. The commission of any other fault, violation of law or other act considered prejudicial to the interests of, or which affects the public image of, the Conservatory or that of its employees calls for a disciplinary measure corresponding to its importance and gravity.
h. When a member of the faculty is convicted of a serious offence, unless it involves moral depravity or was committed in violation of Article 208 of the Puerto Rico Policy Code, the Chancellor may dismiss the member, if he or she has not received a suspended sentence. Alternatively, if the member has received a suspended sentence, the Human Resources Office shall make an evaluation to determine if the employee can continue to perform in his or her position and shall make a recommendation to the Chancellor. The evaluation shall consider the gravity of the offense for which the member was convicted and the potential risk it constitutes to the property and/or security of the Conservatory, its employees, the Government of Puerto Rico and the public in general.

i. The commission on the part of a member of the faculty of various acts subject to corrective or disciplinary measures, which together demonstrate a pattern of lack of discipline, shall be sufficient evidence that the employee cannot adapt to the Conservatory’s rules and regulations of conduct and must withdraw from the job. Therefore, all members of the faculty who have received three (3) disciplinary measures during the period of one year may be dismissed from their jobs.

j. The Conservatory reserves the right to investigate and prosecute, if necessary, a member of the faculty whose absences or continuous tardiness, explained or not, affect the smooth functioning of the Corporation.

k. The following rules are established for absences:

1. When members of the faculty are prevented from appearing at their jobs, they must make arrangements to notify the Associate Dean of Academic Affairs during the earliest working hours of the same day as the absence occurs, giving the reasons and the anticipated length of the absence. If there is reasonable justification for not doing so, the employee shall make notification before the first working hour of the day following the absence.

2. When a member of the faculty is frequently absent from the job because of illness or non-occupational injury, he or she may be required to submit to a physical exam with a physician selected by the Conservatory. This doctor shall certify the employee’s condition and whether the employee is physically and mentally capacitated to exercise his or her functions.
1. It shall be the duty of all supervisors to promote the best relations among the personnel under their charge and to avoid futile unfruitful conflicts and differences. That generate resentment or affect the morale of the work unit.

**Section 30.2 - Disciplinary Action - Causes and Procedures**

The Dean of Academic and Student Affairs may recommend that the Chancellor initiate a disciplinary action against a member of the faculty for the following causes:

a. Incompetence.

b. Failure to comply with the duties of the responsibility.

c. Insubordination or lack of discipline.

d. Immoral or improper conduct.

e. Violation of any provision of law or regulation applicable to his or her job relationship with “the Conservatory.”

f. Other conduct detrimental to the good name or the best interests of the Conservatory.

1. The Chancellor, as the appointing authority, shall be the official with the authority to impose any disciplinary measure on a member of the faculty.

2. The communication announcing the intention of imposing a disciplinary measure shall specify the reason invoking for such action. The communication shall be delivered personally or by certified mail. Both shall require acknowledgment of receipt.

3. The communication shall advise the accused of his or her right to request an informal administrative hearing within ten (10) days following the receipt of the communication.

4. If and when the term of ten (10) days has passed without the accused requesting a hearing, the disciplinary action shall be applied and the accused shall be advised of his or her right to request a review before the Honorable Circuit Court of Appeals.
5. If the professor requests the informal administrative hearing, the Chancellor shall proceed to designate an official examiner to hold the hearing.

6. The Official Examiner shall hear the testimony of witnesses and examine the documentary evidence submitted and shall issue a recommendation to the appointing authority within the thirty (30) days following the hearing.

7. The witnesses shall provide statements under oath. Each party shall have the right to cross examine the witnesses called by the other party.

8. The accused may appear to answer the charges him or herself or be represented by a lawyer, if he or she prefers.

9. The procedures before the Official Examiner shall be taped.

10. The disciplinary action may consist of a verbal or written warning, suspension of the employee and salary for a determined period or a definitive dismissal of the accused.

11. When the actions so justify, the Chancellor, may summarily suspend the accused from his or her job without play until the charges are heard in a hearing. If the charges are upheld by the hearing, the accused will have his or her salary suspended.

12. If the Chancellor refuses the charges or the final and firm sentence is passed revoking the action taken, the accused shall be returned to his original legal state with payment of all salary and other uncollected additional benefits.

13. Given the case that the Rector dismisses all charges filed or that judgment is final and unappealable, the action taken revoking the accused to its original state of vested rights recipient of all wages and all marginal benefits.
ARTICLE XXXI: RESIGNATIONS

Any member of the faculty may resign his or her position with written notification to the Chancellor with fifteen (15) days notice. The Chancellor shall accept or deny the resignation in writing within a term of fifteen (15) days after the date of the request.

ARTICLE XXXII: SITUATIONS NOT FORESEEN IN THESE BYLAWS

A situation may arise not foreseen in these Bylaws or procedures, the Conservatory will have the right to impose its use in a reasonable manner, consistent with the existing Bylaws or any applicable provision.

ARTICLE XXXIII: LEGAL FORCE

This Regulation shall enter in force on April 2005.

ARTICLE XXXIV: WILL BE EFFECTIVE

These Bylaws will be effective as of April 2005 known to all man present. Be it here recorded.

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Mrs. Sylvia Lamoutte de Iglesias
Secretary of the Board of Directors